

XIV. RETENTION OF JURISDICTION

24. This Court shall retain jurisdiction over this matter for the purpose of interpreting and enforcing the terms of this Consent Decree.

XV. INTEGRATION/APPENDICES

25. This Consent Decree and its appendices constitute the final, complete and exclusive Consent Decree and understanding between the Parties with respect to the settlement embodied in this Consent Decree. The Parties acknowledge that there are no representations, agreements or understandings relating to the settlement other than those expressly contained in this Consent Decree. The following appendices are attached to and incorporated into this Consent Decree:

“Appendix A” is a list of the financial documents submitted to the United States by Settling Defendant; and

“Appendix B” contains maps of the Site;

XVI. EFFECTIVE AND TERMINATION DATES

26. The Effective Date of this Consent Decree shall be the date of entry by this Court, following public comment pursuant to Section XVII.

27. Upon Settling Defendant’s complete and satisfactory performance of all of his obligations under this Consent Decree, Settling Defendant may request that the United States certify in writing that all of Settling Defendant’s obligations under this Consent Decree have been satisfactorily completed. After Settling Defendant receives such certification from the United States, then either Party may move to terminate this Consent Decree based on the representations that Settling Defendant has met all of his requirements under this Consent Decree, by attaching

the United States' certification, and the Court may order such termination after conducting such inquiry as it deems appropriate.

XVII. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT

28. This Consent Decree shall be lodged with the Court for a period of not less than 30 days for public notice and comment. The United States reserves the right to withdraw or withhold its consent if the comments regarding the Consent Decree disclose facts or considerations that indicate that this Consent Decree is inappropriate, improper, or inadequate. Settling Defendant consents to the entry of this Consent Decree without further notice.

29. If for any reason this Court should decline to approve this Consent Decree in the form presented, this Consent Decree is voidable at the sole discretion of any party and the terms of the Consent Decree may not be used as evidence in any litigation between the Parties.

XVIII. SIGNATORIES/SERVICE

30. Each undersigned representative of Settling Defendant to this Consent Decree and the Chief/Deputy Chief, Environmental Enforcement Section for the Environment and Natural Resources Division of the United States Department of Justice certifies that he or she is authorized to enter into the terms and conditions of this Consent Decree and to execute and bind legally such Party to this document.

31. Settling Defendant hereby agrees not to oppose entry of this Consent Decree by this Court or to challenge any provision of this Consent Decree, unless the United States has notified Settling Defendant in writing that it no longer supports entry of the Consent Decree.

32. Settling Defendant shall identify, on the attached signature page, the name and address of an agent who is authorized to accept service of process by mail on its behalf with respect to all matters arising under or relating to this Consent Decree. Settling Defendant hereby agrees to accept service in that manner and to waive the formal service requirements set forth in Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court, including but not limited to, service of a summons. The Parties agree that Settling Defendant need not file an answer to the complaint in this action unless or until the Court expressly declines to enter this Consent Decree.

XIX. FINAL JUDGMENT

33. Upon approval and entry of this Consent Decree by the Court, this Consent Decree shall constitute the final judgment between the United States and Settling Defendant. The Court finds that there is no just reason for delay and therefore enters this judgment as a final judgment under Fed. R. Civ. P. 54 and 58.

SO ORDERED THIS ____ DAY OF _____, 2__.

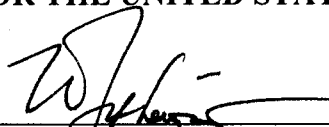
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United States District Judge

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States v. David N. Lindsay*, (N.D. Ind.) relating to the Lakeland Disposal Service, Inc. Site.

FOR THE UNITED STATES OF AMERICA:

5/17/07
Date



W. BENJAMIN FISHEROW
Deputy Section Chief
Section Chief
Environmental Enforcement Section Environment
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Washington, D.C. 20044-7611

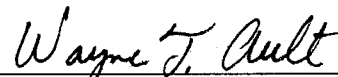
5/17/07
Date



MARC BORODIN
Trial Attorney
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Washington, D.C. 20044-7611

JOSEPH S. VAN BOKKELEN
United States Attorney
Northern District of Indiana

5/21/07
Date

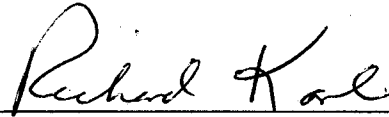


WAYNE AULT
Northern District of Indiana
5400 Federal Plaza, Suite 1500
Hammond, Indiana 46320
Telephone: 219-937-5500
Telecopy: 219-852-2770
Internet Address: wayne.ault@usdoj.gov

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States v. David N. Lindsay*, (N.D. Ind.) relating to the Lakeland Disposal Service, Inc. Site.

5-7-07

Date



RICHARD KARL

Director, Superfund Division - Region 5
U.S. Environmental Protection Agency
77 W. Jackson Blvd.
Chicago, IL 60604

5-1-07

Date



LUIS A. OVIEDO

Assistant Regional Counsel
U.S. Environmental Protection Agency
77 W. Jackson Blvd.
Chicago, IL 60604

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States v. David N. Lindsay*, (N.D. Ind.) relating to the Lakeland Disposal Service, Inc. Site.

FOR DAVID N. LINDSAY:

4/13/2007
Date

Signature: David N. Lindsay
Name (print): DAVID N. LINDSAY
Title: Past Pres. Lakeland Disposal Service, Inc.
Address: 41 AMA SPEARS LN.
WALLINGFORD, KY
41093

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (print): Carolyn M. Brown
Title: Counsel for David Lindsay
Address: Greenebaum Doll + McDougall PLLC
300 W. Vine Street, Suite 1100
Lexington, KY 40507
Ph. Number: 859/288-4614

**APPENDIX A: LIST OF FINANCIAL DOCUMENTS
SUBMITTED TO THE UNITED STATES BY DAVID N. LINDSAY**

- Department of Justice Form OBD-500, Sworn Financial Statement of Mr. David N. Lindsay, pursuant to 18 U.S.C. § 1001, signed on August 13, 2006.
- Federal Income Tax Return (Form 1040) for 2005, signed on April 14, 2006.

APPENDIX B: MAPS OF THE SITE

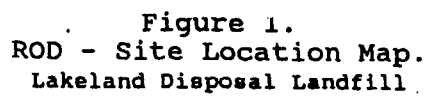


Figure 1.
ROD - Site Location Map.
Lakeland Disposal Landfill.

